

Exhibit 1

A G R E E M E N T

THIS AGREEMENT made and entered into as of this
4th day of January, 1968, by and between
RUDOLPH JOHNSON, JR., hereinafter referred to as Owner, and
the CITY OF GLENDALE, a municipal corporation of the State of
Arizona, hereinafter referred to as City,

W I T N E S S E T H :

WHEREAS, Owner owns the following described property
situated in Maricopa County, State of Arizona, to-wit:

The North 660 feet of the West 1000 feet of the
Northwest quarter of the Northwest quarter of
Section 33, T 3 N, R 1 E, Gila and Salt River
Base and Meridian;

and,

WHEREAS, the City is desirous of obtaining gravel,
rock and other materials from the above described property for
highway purposes,

NOW, THEREFORE, for and in consideration of the follow-
ing covenants and agreements, the parties agree as follows:

I.

That the City may, for a period of five (5) years
from date hereof, take from such land such quantities of sand,
gravel, rock and other materials as it may desire, and shall
pay the Owner the sum of Four Cents (\$0.04) for each cubic yard
(truck measure) of materials removed. Said payments are to be
made monthly by the City to the Owner.

II.

That the City will limit its operations within the
banks of New River.

III.

That the City shall first commence removing sand, gravel, rock and other materials at the east end of the above described real property and shall thereafter move in a westerly direction.

IV.

That the City shall within a reasonable time after the removal of any of the aforesaid materials from the above described real property carry out and conduct a sanitary landfill in due conformity with all of the laws of the State of Arizona and local Boards of Health. Such landfill shall be made within six (6) inches of the level of the tillable land immediately south of the above described real property.

V.

Owner shall provide the necessary top soil covering on each site for the use by the City in operating the sanitary landfill.

VI.

Any site or portion of the above described real property which is completely filled and leveled to the satisfaction of the Owner shall be released from the terms and conditions of this agreement.

VII.

The City, its agents, employees, patrons and invitees shall have a reasonable right of ingress to and egress from the above described property over any real property owned by the Owner.

VIII.

The City may allow any person, firm, partnership, association, corporation, company or organization of any kind to use said landfill provided such use is under the direct

supervision of the City.

IX.

Although the operation of said landfill by the City is not intended to be revenue producing, all revenues derived therefrom shall belong to the City.

X.

The City may place any movable structure or structures on said real property and such improvements shall remain the property of the City. The City may also fence any portion or portions of said property and said fencing, including all gates, shall remain the property of the City.

XI.

The City herewith agrees to defend and to hold Owner harmless from any action or cause of action incurred or arising out of City's use and occupancy of the demised premises.

XIII.

All of the covenants and agreements herein contained shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of all of the parties hereto.

IN WITNESS WHEREOF said parties have duly executed this instrument the day and year first above written.

OWNER:

Rudolph Johnson, Jr.
Rudolph Johnson, Jr.

CITY:

CITY OF GLENDALE, a municipal corporation

By

Mayor
MAYOR

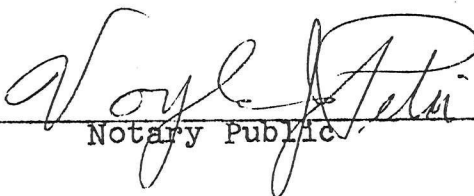
Attest:

Bernice L. Grogg
City Clerk

STATE OF ARIZONA }
County of Maricopa } ss.

Before me, the undersigned Notary Public, personally appeared Rudolph Johnson, Jr., and acknowledged that he executed the foregoing Agreement for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public

My commission expires:

My Commission Expires Oct. 25, 1978

STATE OF ARIZONA }
County of Maricopa } ss.

On this the 4th day of January, 19 68,
before me, the undersigned Notary Public, personally appeared

Max Klass and Bernice L. Grogg

who acknowledged themselves to be the Mayor and City Clerk, respectively, of the City of Glendale, a municipal corporation, duly organized and existing under and by virtue of the laws of the State of Arizona, and that they, as such officials, being authorized so to do, executed the foregoing agreement for and on behalf of the said municipal corporation, for the purpose and consideration therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.



Notary Public

My commission expires:

July 22, 1968

Exhibit 2

A G R E E M E N T

THIS AGREEMENT made and entered into this 9th day of October, 1968, by and between RUDOLPH JOHNSON AND MARY EILEEN JOHNSON, HIS WIFE, hereinafter referred to as the Lessor, and the CITY OF GLENDALE, a municipal corporation, hereinafter referred to as the Lessee,

W I T N E S S E T H :

WHEREAS Lessor is the owner of certain real property in Maricopa County, being more particularly described and bounded as set forth in Exhibit A being hereto attached and made a part hereof; and

WHEREAS Lessor is desirous of having the Lessee operate and maintain a landfill on said real property; and

WHEREAS Lessee is willing to operate and maintain a landfill on said real property,

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) by each party to the other paid, the receipt of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the parties as follows:

I

Lessor does hereby lease and let unto the Lessee, for the use and purpose hereafter stated and for the period of five (5) years from the date hereof, the real property described and as shown in Exhibit A attached hereto and made a part hereof.

II

For an identical monetary consideration as above set out in the initial term, an option is hereby given to the Lessee by the Lessor to lease said real property or any part thereof from and after five (5) years from the date hereof except as herein-

after provided.

III

Lessee agrees to operate and maintain a sanitary landfill in due conformity with all of the laws of the State of Arizona and local boards of health.

IV

The Lessor shall provide the necessary top soil covering on each site for the use by the Lessee in operating the sanitary landfill.

V

It is hereby expressly agreed that once any site or portion thereof is completely filled and leveled to the satisfaction of the Lessee, said site or portion may be released from the terms and conditions of this lease.

VI

The Lessee, its agents and employees, patrons and invitees shall have the right of ingress to and egress from the premises over any real property owned by the Lessor.

VII

Lessee may allow any person, firm, partnership, association, corporation, company or organization of any kind to use said landfill provided such use is under the direct supervision of the Lessee.

VIII

Although the operation by the Lessee is not intended to be revenue producing, all revenues derived therefrom shall belong to the Lessee.

IX

Lessee may place any movable structure or structures on said premises and such improvements shall remain the property of the Lessee. The Lessee may also fence any portion or portions of

said property and said fencing, including all gates, shall remain the property of the Lessee.

X

Lessor shall pay all taxes and assessments levied against said real property during the term of the lease.

XI

Lessee herewith agrees to defend and to hold Lessor harmless from any action or cause of action incurred or arising out of Lessee's use and occupancy of the demised premises and in consideration thereof, Lessor herewith waives the Statute of Limitations and waives the right of action or any cause of action, which Lessor may have arising out of Lessee's use and occupancy of the premises unless such action be brought within thirty days from the termination of this lease agreement or Lessee's surrender of the premises, whichever shall occur the sooner.

XII

In connection with paragraph II of this agreement, Lessor shall have the absolute right to cancel this agreement during the term hereof or any extension of the term by serving upon Lessee a one hundred and twenty (120) day notice, in writing, and Lessee shall vacate the premises and have no further right of occupancy as a lessee, or otherwise, on or before ten (10) days after the expiration of said one hundred and twenty (120) day notice.


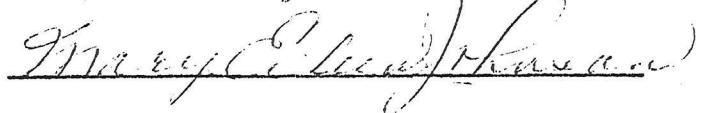
XIII

All of the covenants and agreements herein contained shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of all of the parties hereto.

IN WITNESS WHEREOF said parties have duly executed this instrument the day and year first above written.

Lessor:

Rudolph Johnson and Mary Eileen
Johnson, his wife

Lessee:

City of Glendale, a municipal
corporation,

By

Mark Cass
MAYOR

Attest:

Bernice L. Grogg
City Clerk

(SEAL)

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the 21ST day of SEPT., 1968, before me,
the undersigned Notary Public, personally appeared Rudolph Johnson
and Mary Eileen Johnson, his wife, known to me (or satisfactorily
proven) to be the persons whose names are subscribed to the fore-
going agreement and acknowledged that they executed the same for
the purpose and consideration therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Glenn Smith
Notary Public

My commission expires: SEPT. 18, 1969

STATE OF ARIZONA)
) ss.
County of Maricopa)

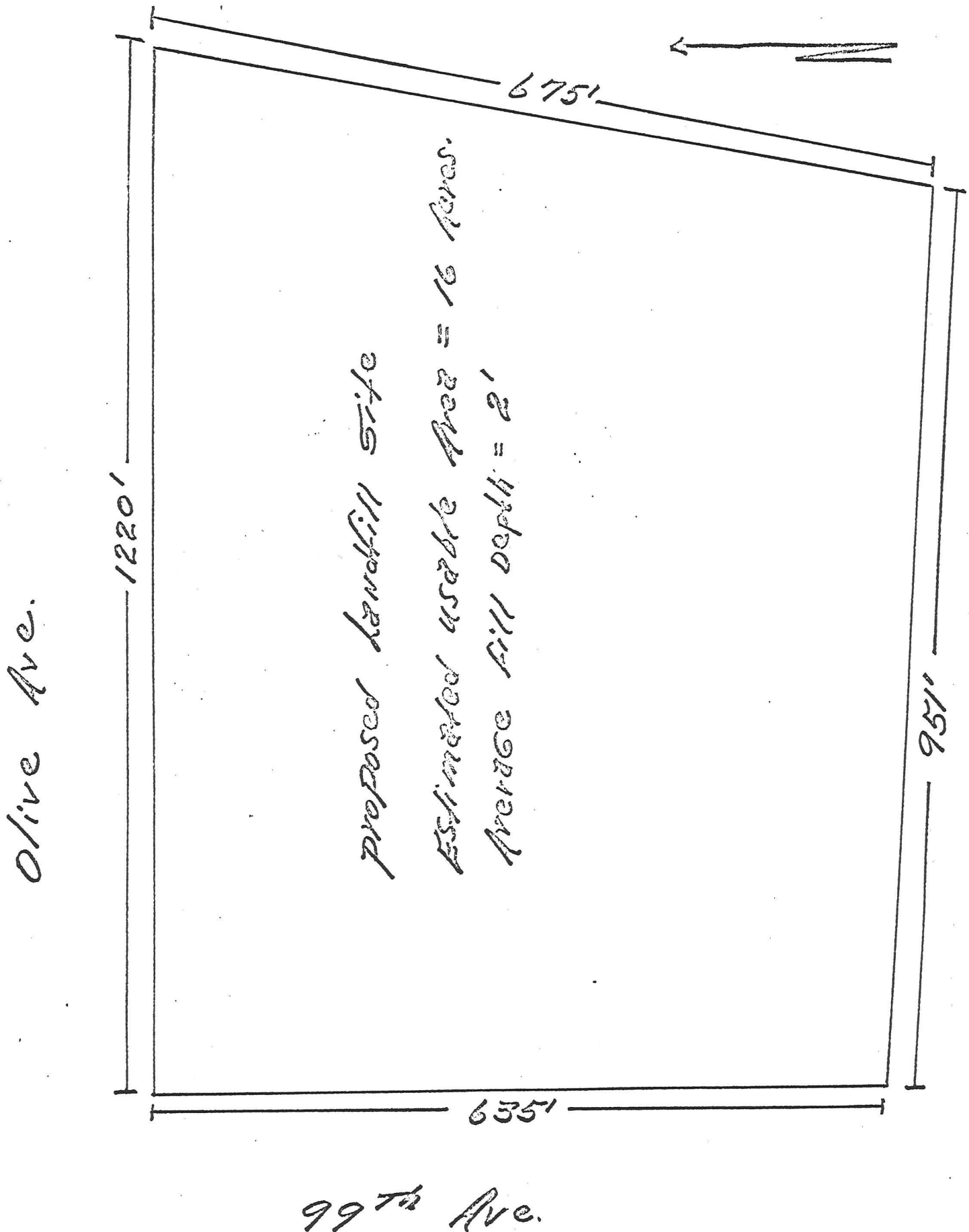
On this the 9th day of October, 1968, before me,
the undersigned Notary Public, personally appeared Max Klass and
Bernice L. Grogg, who acknowledged themselves to be the Mayor and
City Clerk respectively of the City of Glendale, a municipal cor-
poration duly organized and existing under and by virtue of the
laws of the State of Arizona, and that they, as such officials,
being authorized so to do, executed the foregoing agreement for
and on behalf of the said municipal corporation, for the purpose
and consideration therein expressed.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Irene Hitter
Notary Public

My commission expires:

My Commission Expires July 22, 1972



The North 675 feet of the West 1220 feet of the Northwest Quarter of the Northwest Quarter of Section 33, T 3 N, R 1 E, Gila and Salt River Base and Meridian

EXHIBIT A